

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Contentful Inc. ("Contractor")
for
Contentful Professional**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Contentful Inc. ("Contractor"), having offices at 101 Montgomery Street, Suite 1900, San Francisco, CA 94104.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, Contentful Inc. Proposal
- 1.1.4 Exhibit C, Contentful Inc. Service Order
- 1.1.5 Exhibit D, Contentful Inc. Enterprise Customer Agreement
- 1.1.6 Exhibit E, Non-Discrimination Certification

1.2 Quantity. Quantity of goods or services as described in Exhibits B and C.

4.1 Term of Contract. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the Contract Manager or his designee.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract (including the payment by City of all Fees due to be incurred at the same rate in effect at the time of expiration) for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 90 calendar days unless mutually agreed on in writing).

1.3 Compensation. The Contractor will be paid as indicated in the fully executed Service Order attached hereto as Exhibit C. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$41,279 for the initial term, \$43,343 for the first extension, \$45,510 for the second extension, \$47,785 for the third extension, and \$50,174 for the fourth extension, for a total estimated contract amount not to exceed \$228,091 comprising the software as a service subscription and related fees as fully identified in Exhibit C.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Contentful Inc.

Sascha Konietzke

Printed Name of Authorized Person

DocuSigned by:
Sascha Konietzke
8F53F257EFD4417...

Signature

CEO

Title:

Jun 3, 2019 | 19:43 CEST

Date:

CITY OF AUSTIN

Gil Zilkha

Printed Name of Authorized Person

DocuSigned by:
Gil Zilkha
41055F1BDA95404...

Signature

Contract Management Specialist IV

Title:

Jun 4, 2019 | 08:26 PDT

Date:

Exhibit A – Supplemental Terms
Exhibit B – Contentful Inc. Proposal
Exhibit C – Contentful Inc. Service Order
Exhibit D – Contentful Inc. Enterprise Customer Agreement
Exhibit E – Non-Discrimination Certification

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Michael Castillo, Phone: (646) 784-1043, Email Address: michael.castillo@contentful.com. The City's Contract Manager for the engagement shall be Jeff Moore, Phone: (512) 404-4033, Email Address: Jeff.Moore@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767
E-Mail	ACCD.AcctsPayable@austintexas.gov

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. The Contractor agrees that upon ten (10) business days written notice and no more than one (1) time in any twelve (12) month period, the representatives of the Office of the City Auditor or other authorized representatives of the City shall have reasonable access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, to be provided by Contractor in electronic format (which is the only format which Contractor records are maintained). The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

6. **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

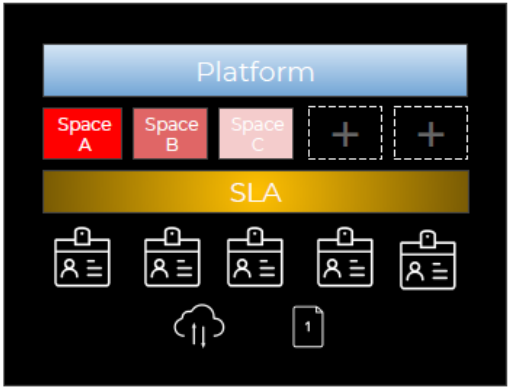
Exhibit B
Contentful Inc. Proposal



November 30th, 2018

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Fees structure overview



Platform	Platform-level features, infrastructure capacity, dedicated support, and expert advice tailored to the use cases of your organization.
Spaces	A space is a content repository serving a single project / team containing 1 master production environment & sandbox environments.
SLA	Guaranteed levels of service uptime and customer support responses for running business-critical websites, apps, and digital properties.
Users	The number of users included in the subscription.
Utility limits	API calls and asset bandwidth amount included in the subscription and the fees for consuming additional units.

Platform type

Professional			
Single Sign-On (SSO)	yes	Infrastructure type	low-density
24/7 infrastructure monitoring	yes	API white-labelling	no
Encryption in transit	yes	Security reporting	no
Encryption at rest	yes	PCI DSS compliance	no
Annual fee			\$24,000



Spaces: 2 Large Spaces

Description	Space type	Quantity	Unit price	Amount
Dev project	Micro	1	Included	\$0
ACC & PEC	Large	2	\$10,548	\$21,096
	Discounted to Medium Space Price			-\$9,360
Annual fee				\$11,736

LARGE			
Master environment	1	Sandbox environments	5
Roles	4	Locales	10
Content types	48	Records	50,000

SLA plan

Components		Silver	Gold	Platinum
Maximum response time	Severity 1 (Critical)	8 biz hrs	4 hrs	1 hr
	Severity 2 (High)	16 biz hrs	8 hrs	2 hrs
	Severity 3 (Standard)	24 biz hrs	8 biz hrs	4 biz hrs
Service availability	Content Delivery API	99.5%	99.7%	99.9%
	Content Management API	99.5%	99.5%	99.5%
	Asset CDN	99.5%	99.7%	99.9%
Plan rate:		14%	18%	24%

Utility limits

Description	Quantity	Unit price	Months	Amount
API calls (in millions, per month)	6			
Standard package	6	Included	12	Included
Extra API calls	0	\$5	12	\$0
Asset bandwidth (in terabytes, per month)	2.25			
Standard package	2.25	Included	12	Included
Extra asset bandwidth	0	\$65	12	\$0



Users

Description	Quantity	Unit price	Amount
Included users	10	Included	Included
Additional Users	3	Bundled	\$540
Annual fee	13		\$540



Annual fees summary

Fees	
Platform (Professional)	\$24,000
Spaces (Micro, 2 Large discounted to Medium)	\$11,736
SLA (Silver)	\$5,003
Users (13)	\$540
Total	\$41,279



One Year Contract With 4 Option Years

Year One	Year Two	Year Three	Year Four	Year Five
\$41,279	\$43,343	\$45,510	\$47,785	\$50,174

- T&Cs
- Year One is the initial contract year
 - At least 30 days prior the end of the then current term, ACCD must notify Contentful that they wish to terminate the agreement, otherwise the contract will auto-renew at the corresponding price in each of the years Two, Three, Four and Five as set out above
 - This pricing is contingent upon the components of the agreement remaining the same. E.g. If ACCD chooses to add additional spaces or upgrade platform costs, these price quotes will be invalid.



Incentives

Incentive	Description	%
2 year contract incentive	Applied annually	2%
3 year contract incentive	Applied annually	4%



THANK YOU



Exhibit C Contentful Inc. Service Order



Contentful Inc. 101 Montgomery Street, Suite 1900 San Francisco, CA 94104, USA

SERVICE ORDER

CUSTOMER	City of Austin
CONTACT	Jeff Moore
EMAIL	jeff.moore@austintexas.gov
QUOTE NAME	Quote for ACCD - Initial Contract
SERVICE ORDER NUMBER	Q000775
CF-ORG ID	21xe2xuy9tQVpJlGt7utp7
VALID UNTIL	2019/06/10
PREPARED BY	Michael Castillo (michael.castillo@contentful.com)
CURRENCY	USD

BILL TO		SOLD TO	
Street	2006 East 4th Street	Street	2006 East 4th Street
City	Austin	City	Austin
State	Texas	State	Texas
Postal Code	78702	Postal Code	78702
Country	United States	Country	United States

SPACES

SPACE	PROJECT DESCRIPTION (OPTIONAL)	ANNUAL SUBSCRIPTION FEE
Micro		\$0
Large		\$5,868
Large		\$5,868
Subtotal		\$11,736

PLATFORM

ITEM	ANNUAL SUBSCRIPTION FEE
Professional	\$24,000

PLATFORM FEATURES

ITEM	DESCRIPTION
24/7 infrastructure monitoring	Round the clock monitoring of infrastructure and operational systems by a team of dedicated engineers.

AWS webhook integrations	Ability to connect directly to 100+ AWS services, including popular services such as S3, Lambda and SQS (supports AWS signature version 4 authentication).
Webhook templates	Pre-built connections to popular third-party services and tools allowing space admins to create automated workflows.
Static webhook IPs	Webhook responses are fired from a predefined range of IP addresses allowing customers to whitelist Contentful services in accordance with internal security policy requirements.
Single sign-on (SSO)	Ability to provision, de-provision, and manage the privileges of Contentful users through a SAML-based Identity Provider (IdP) used by the customer.
PoC spaces	Temporary spaces for prototyping new projects and testing premium product features; cannot be used for production purposes.
Encryption at rest	Default encryption of customer data stored at rest.
Encryption in transit	Default use of HTTPS/TLS protocols to encrypt all data moving from Contentful infrastructure through public networks as well as transferred to/from the off-site backup locations.
Medium-density infrastructure	Technical infrastructure with twice as much capacity for storing, indexing, and delivering content per organization as the standard infrastructure.

SLA PACKAGE

ITEM	ANNUAL SUBSCRIPTION FEE
Silver SLA fee (14% of space and platform fees)	\$5,003

SERVICE COMPONENT	COMPONENT PERFORMANCE TARGET	SEVERITY LEVEL DETERMINATION	MAXIMUM RESPONSE TIME	SUPPORT CHANNEL	INCLUDED
Content Delivery API	99.5%	Severity 1 - Critical	8 business hours	Web ticket	Yes
Content Asset CDN	99.5%	Severity 2 - High	16 business hours	Email	Yes
Content Management	99.5%	Severity 3 - Low	24 business hours		

USERS

ANNUAL USER TIER	QUANTITY	UNIT PRICE	ANNUAL SUBSCRIPTION FEE
Included users	10	Free	\$0
Additional users	3	\$180 per user	\$540
Subtotal	13		\$540

PRICE SUMMARY

Annual subscription fees (recurring)

ITEM	ANNUAL PRICE
Platform	\$24,000
Spaces	\$11,736
SLA Package	\$5,003
Users	\$540
Total	\$41,279

CONTRACT DETAILS

SUBSCRIPTION TERM	1 year(s)
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EFFECTIVE DATE	2019/06/10
PAYMENT TERMS	Due Upon Receipt, payable upfront

SPECIAL NOTES AND TERMS:
Year One - \$41,279 Year Two - \$43,343 Year Three - \$45,510 Year Four - \$47,785 Year Five - \$50,174
T&Cs Year One is the initial contract year At least 30 days prior the end of the then current term, ACCD must notify Contentful that they wish to terminate the agreement, otherwise the contract will auto-renew at the corresponding price in each of the years Two, Three, Four and Five as set out above This pricing is contingent upon the components of the agreement remaining the same. E.g. If ACCD chooses to add additional spaces or upgrade platform costs, these price quotes will be invalid.

Terms & Conditions: This Service Order hereby incorporates by reference the Contentful Enterprise Customer Agreement attached hereto and executed by the parties on or about the Effective Date of this Service Order (the "Incorporated Terms") and together with the Incorporated Terms forms a binding and executed written agreement between Contentful Inc. ("Contentful") and Customer. Capitalized terms used but not defined herein have the meanings set forth in the Incorporated Terms.			
	DocuSigned by: 		DocuSigned by: 
SIGNATURE	8F53F257EFD4417...	SIGNATURE	41655F1BDA95464...
COMPANY	Contentful Inc	COMPANY	City of Austin
NAME	Sascha Konietzke	NAME	Gil zilkha
TITLE	CEO	TITLE	Contract Management Specialist I
DATE	Jun 3, 2019 19:43 CEST	DATE	Jun 4, 2019 08:26 PDT



Contentful Inc. 101 Montgomery Street, Suite 1900 San Francisco, CA 94104, USA

SERVICE ORDER ATTACHMENT

SPACE LIMITS

MICRO				LARGE			
Master environments	1	Sandbox environments	1	Master environments	1	Sandbox environments	5
Roles	1	Locales	2	Roles	4	Locales	10
Content Types	24	Records	5,000	Content Types	48	Records	50,000

UTILITY LIMITS

Utility limits apply across all spaces.

ITEM	DESCRIPTION	INCLUDED	ADDITIONAL FEES / MONTH
API calls / month	The total number of API requests (CDA, CMA, and CPA) made in any given month.	6M	\$5 per 1M calls
Asset bandwidth / month	The total amount of asset data transferred between the Contentful Asset CDN and content consumers.	2.25TB	\$65 per 1TB

DEFINITIONS

"Space"

Means a repository of structured Customer Content that is interoperable via Contentful APIs and complementary tooling. Spaces vary by type, as set out in the Service Order, based on the number of environments, roles, locales, content types, and records.

"Platform"

Means the composable Contentful content management infrastructure. Platform can be subscribed to under different plans (Basic, Professional or Scale) and includes the Platform features as set out in the Service Order.

"User"

Means various roles, as set out in the Service Order, within an organization who collaborate on creating and maintaining Content hosted in Spaces. Such roles may include: admin, editor, author, translator, freelancer and custom. The number of roles varies depending on the Space type.

Exhibit D

CONTENTFUL

ENTERPRISE CUSTOMER AGREEMENT

Thank you for using the Contentful Services (as defined below), a cloud-based content management services platform that allows users to upload, manage and publish, using Contentful APIs, content to the Web. Before reading this Contentful Enterprise Customer Agreement (this "Agreement"), we strongly encourage you to read the FAQ located at www.contentful.com/legal/us/enterprise-faq to familiarize yourself with the Contentful Services.

BY ACCEPTING THIS CONTENTFUL ENTERPRISE CUSTOMER AGREEMENT (THIS "AGREEMENT") OR USING THE CONTENTFUL SERVICES, THE ENTITY IDENTIFIED AS THE CUSTOMER IN THE APPLICABLE SERVICE ORDER ("CUSTOMER") AGREES TO THESE TERMS AND CONDITIONS WITH CONTENTFUL INC ("CONTENTFUL"). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.

1. Definitions

1.1 The following terms, when used in this Agreement will have the following meanings:

"Affiliates" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, **"Control"** means beneficial ownership of 50% or more of the voting power or equity in an entity.

"Confidential Information" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (e) is subject to disclosure pursuant to the Texas Public Information Act (but only in accordance with the procedure for doing so as further set forth in Section 4.5).

"Contentful Services" means the SaaS-based content management and publication services, programs, functions and platform provided by Contentful to Customer (including the Contentful APIs, Documentation and technical support that may be made available by Contentful to Customer in connection with such services), and subsequent updates or upgrades of any of the foregoing made generally available by Contentful.

"Customer Content" means content and other material supplied or made available to Contentful by Customer (or, if Customer is an agency, Customer's clients for which Customer is an agency of record) through the use of or access to the Contentful Services.

"Documentation" means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Contentful for the Contentful Services.

“Service Order” means a service order, quote or other similar document that sets forth the specific Contentful Services and pricing therefor, and that references this Agreement and is mutually executed by the parties.

2. Contentful Services

2.1 Provision of Services. Subject to the terms and conditions of this Agreement and the Contentful Acceptable Use Policy (available at <https://www.contentful.com/legal/us/aup/>) (the **“AUP”**), Contentful will use commercially reasonable efforts to make the Contentful Services available to Customer pursuant to this Agreement and the applicable Service Order, and hereby grants Customer a non-exclusive right to access and use the Contentful Services to manage Customer Content, including the right to write and execute software applications or websites (**“Customer Applications”**) that interface with the Contentful Services. If Customer is an agency, such rights may, as agreed by the parties, be restricted to access and use on behalf of only certain Customer clients. Contentful will provide the Contentful Services in accordance with the Service Level Agreement located at <https://www.contentful.com/legal/us/2018-04-13/sla/> and the Security Standards located at <https://www.contentful.com/legal/us/2017-01-31/security/>, each of which are hereby incorporated by reference herein.

2.2 Customer Limitations. The rights granted herein are subject to the following restrictions (the **“License Restrictions”**):

(a) Customer will not reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Contentful Services;

(b) Except for Customer Applications that use the Contentful Services, Customer will not transfer, distribute, resell, lease, license, or assign Contentful Services or otherwise offer the Contentful Services on a standalone basis, and, without limiting the foregoing, if Customer is an agency, Customer will only use the Contentful Services on behalf of its clients of which Customer is an agency of record and which have authorized Customer to use the Contentful Services on behalf of such clients within the scope of Customer’s other *bona fide* agency responsibilities for such clients;

(c) Customer will not (nor will it permit any third party to) use Contentful Services in any manner that violates Contentful’s AUP (or any other term of this Agreement);

(d) Customer will not otherwise use the Contentful Services outside the scope expressly permitted hereunder and in the applicable Service Order; and

(e) Customer will ensure that its users do not use temporary email addresses or share user accounts among multiple individuals, and Customer will permit Contentful to terminate the accounts of any users that violate this Agreement or the AUP.

2.3 Customer Responsibilities. Customer will (a) be responsible for all use of the Contentful Services and Documentation under its account (whether or not authorized), (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Content and Customer Application(s), (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Contentful Services and Documentation and notify Contentful promptly of any such unauthorized access or use and (d) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Contentful Services, including as set forth in the Documentation. Customer

will be solely responsible for its failure to maintain such equipment, software and services, or to use the current version of the APIs made available by Contentful or, if Customer chooses to use any of the software development kits made separately available by Contentful ("SDKs") made separately available by Contentful, the current version of such SDKs, and Contentful will have no liability for such failure (including under any service level agreement, if applicable). With Customer's permission (which may be by email or other reasonable means), Contentful may log into user accounts in order to debug the Contentful Services.

2.4 API Changes. Customer acknowledges that Contentful may change, deprecate or republish APIs for any Contentful Services or feature of the Contentful Services from time to time, and that it is Customer's responsibility to ensure that calls or requests Customer makes to the Contentful Services are compatible with then-current APIs for the Contentful Services. Although Contentful endeavors to avoid changes to its APIs or Contentful Services that are not backwards compatible, if any such changes become necessary Contentful will endeavor to notify Customer at least thirty (30) days prior to Contentful's implementation of any such incompatible changes to the Contentful Service of which it becomes aware.

2.5 Affiliates. Any Affiliate of Customer will have the right to enter into a Service Order executed by such Affiliate and Contentful and this Agreement will apply to each such Service Order as if such Affiliate were a signatory to this Agreement. With respect to such Service Orders, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Each Service Order is a separate obligation of the Customer entity that executes such Service Order, and no other Customer entity has any liability or obligation under such Service Order.

3. Fees

3.1 Fees. Customer will pay Contentful the fees set forth in the Service Order, which will include a recurring subscription fee and potentially other fees depending on the Contentful Services set forth therein. In addition, the Service Order may also include additional usage fees for use of the Contentful Services above the volume threshold(s) set forth therein.

3.2 Payment. Except as otherwise specified herein or in any applicable Service Order (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable, except as expressly set forth herein.

4. Proprietary Rights and Confidentiality

4.1 Contentful's Ownership Rights. As between the parties, Contentful exclusively owns all right, title and interest in and to the Contentful Services. Except for the express rights granted hereunder, Contentful reserves all rights, title and interests in and to the Contentful Services and Contentful's Confidential Information.

4.2 Contentful Marks. Contentful hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license during the term of this Agreement to display the trade names, trademarks, service marks, logos, domain names of Contentful (each, a "***Contentful Mark***") for the purpose of promoting or advertising that Customer uses the Contentful Services. In using Contentful Marks, Customer may not: (a) display a Contentful Mark in any manner that implies a relationship or affiliation with, sponsorship,

or endorsement by Contentful; (b) use Contentful Marks to disparage Contentful or its products or services; or (c) display a Contentful Mark on a site that violates any law or regulation. Furthermore, Contentful may modify any Contentful Marks at any time, and upon notice, Customer will use only the updated Contentful Marks. Other than as permitted in this Section, Customer may not use any Contentful Marks without prior written consent. All use of the Contentful Marks will be subject to any trademark usage guidelines that Contentful may provide from time to time, and Customer will conduct its business in a professional manner that reflects favorably on the goodwill and reputation of Contentful.

4.3 Feedback. Customer may from time to time provide Contentful suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Contentful Services. Contentful will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Contentful will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

4.4 Customer Content. As between the parties, the Customer Content and Customer Applications will be owned by Customer (or, if Customer is an agency, Customer's client(s)). Customer hereby grants to Contentful a non-exclusive, worldwide license to copy, distribute and use Customer Content only in connection with providing the Contentful Services.

4.5 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law, including the Texas Public Information Act, Tex. Govt. Code Chapter 552, (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

4.6 Aggregated Information. Notwithstanding anything to the contrary, Contentful shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Contentful Services and shall be free (during and after the term hereof) to (i) use such data and other information to develop and improve the Contentful Services and other Contentful offerings, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify Customer or any individual.

5. **Warranties and Disclaimers**

5.1 Contentful. Contentful warrants that it will, consistent with prevailing industry standards, maintain the Contentful Services in a manner which minimizes errors and interruptions in the Contentful Services and perform the Contentful Services in a professional and workmanlike manner.

5.2 Customer. Customer warrants that it has the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the Customer Applications and Customer Content in connection with the Contentful Services as contemplated herein. Without limiting the foregoing, if Customer is an agency, it warrants that it has been granted the necessary rights from its client(s) to use the Contentful Services and Customer Content related to such client(s) on such client(s)' behalf.

5.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

5.4 BETA SERVICES. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH CONTENTFUL WHERE CUSTOMER GETS TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "BETA SERVICES") OFFERED BY CONTENTFUL. THE BETA SERVICES ARE NOT GENERALLY AVAILABLE, MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS, AND ARE PROVIDED "AS IS". CONTENTFUL DOES NOT PROVIDE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION THERETO. CUSTOMER OR CONTENTFUL MAY TERMINATE CUSTOMER'S ACCESS TO THE BETA SERVICES AT ANY TIME.

6. Indemnification

6.1 Indemnity by Contentful. Contentful will defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of the Contentful Services as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against (or any settlement approved by Contentful) Customer in connection with any such Claim; provided that (a) Customer will promptly notify Contentful of such Claim, (b) Contentful will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Contentful may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Contentful in connection therewith. If the use of the Contentful Services by Customer has become, or in Contentful's opinion is likely to become, the subject of any claim of infringement, Contentful may at its option and expense (i) procure for Customer the right to continue using and receiving the Contentful Services as set forth hereunder; (ii) replace or modify the Contentful Services to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees for unearned Contentful Services. Contentful will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the Contentful Services by Customer not in accordance with this Agreement; (C) modification of the Contentful Service by any party other than Contentful without Contentful's express consent; (D) Customer Content or Customer Applications or (E) the combination, operation or use of the Contentful Services with other applications, portions of applications, product(s) or services where the Contentful Services would not by themselves be infringing (clauses (A) through (E), "**Excluded Claims**"). This Section

states Contentful's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

6.2 Indemnification by Customer. To the extent permitted by the Constitution and laws of the State of Texas, Customer will defend Contentful against any Claim made or brought against Contentful by a third party arising out of the Excluded Claims or Customer's failure to comply with Contentful's Acceptable Use Policy, and Customer will indemnify Contentful for any damages finally awarded against (or any approved settlement) Contentful in connection with any such Claim; provided that (a) Contentful will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Contentful's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Contentful of all liability) and (c) Contentful reasonably cooperates with Customer in connection therewith.

7. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A BREACH OF CONFIDENTIALITY OR THE LICENSE RESTRICTIONS, OR A CLAIM MADE UNDER INSURANCE, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS, ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THREE TIMES THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.

8. Termination

8.1 Term. The term of this Agreement will commence on the Effective Date of the initial Service Order or, if signed at a later date than the Effective Date of the Service Order, the date of the last signature of either party ("Subscription Effective Date"). The term continues until terminated as set forth below. The initial term of each Service Order will begin on the Subscription Effective Date of such Service Order and will continue for the subscription term set forth therein.

8.2 Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Service Orders then in effect. Each party may also terminate this Agreement upon written notice in the event (a) the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days. Contentful may also suspend any Contentful Services immediately upon notice (i) if Customer violates (or gives Contentful reason to believe it has violated) any provision of the Acceptable Use Policy; or (ii) if Contentful reasonably determines that its provision of any of the Contentful Services is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

8.3 Survival. Upon termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the License Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

9. General

9.1 Insurance. Contentful shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$500,000 each accident / \$500,000 each disease / \$500,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law and as customarily maintained in Contentful's industry for all Contentful employees performing Services hereunder, including Employer's Liability Insurance with limits of no less than \$500,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$2,000,000 per occurrence; and (c) Professional Errors and Omissions coverage covering the Services rendered in this Agreement, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.

9.2 Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Contentful Services.

9.3 Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. In addition, Customer agrees that Contentful may have any of its obligations performed through an Affiliate of Contentful, provided that Contentful will remain responsible for its obligations hereunder and will be liable for such Affiliate's performance as if it were Contentful. Contentful may assign receivables under this Agreement for purposes of debt collection and financing arrangements. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

9.4 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

9.6 **Unenforceability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 **Governing Law.** This Agreement will be governed by the laws of the State of Texas, USA, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Travis County, Texas, USA, and the parties hereby consent to the personal jurisdiction of these courts.

9.8 **Notices.** Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Customer must be sent to the email or other address set forth in the applicable Service Order. Notices to Contentful must be sent to the following address: Contentful Inc., 101 Montgomery Street, Suite 1900, San Francisco, CA 94104, Attn: Legal.

9.9 No oral or written information or advice given by Contentful, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

9.10 **Force Majeure.** Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.11 **Government Terms.** Contentful provides the Contentful Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Contentful Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Contentful Services were developed fully at private expense.

9.12 **Interpretation.** For purposes hereof, "including" means "including without limitation". All dates and times set forth in this Agreement, any Service Order or any related document are in relation to Greenwich Mean Time (GMT), unless otherwise specified.

Exhibit E
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To provide all reasonable and necessary cooperation with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Jun 3, 2019 | 19:43 CEST

Dated this _____ day of _____, _____

CONTRACTOR

Authorized
Signature

Title

Contentful Inc

DocuSigned by:

Sascha Konietzke

8F53F257EFD4417...

CEO



City of Austin Purchasing Office

Sole Source Certificate of Exemption

DATE: January 2, 2019

DEPT: Austin Convention Center

TO: Purchasing Officer or Designee

FROM: Kelly Rodriguez & Jeff Moore

PURCHASING POC: Dan Dellemonache PHONE: 512-404-4351

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this sole source request:

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books that are available from only one source.
- ☐ Gas, water and other utilities that are available from only one source.
- ☐ Captive replacement parts or components for equipment that are only available from one source.
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- ☐ Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

2. Describe this procurement including the following information as applicable:

- What it is for and why it is needed?
- What is the municipal purpose that this procurement addresses or furthers?
- Why is the procurement a sole source?
- Has this procurement or a similar procurement been competitively solicited in the past?
- Why is the vendor the only viable solution?
- Are there any other alternative solutions? If so, why are those alternatives unacceptable?
- Is there a concern regarding warranty, compatibility, and/or routine safety?
- Are there territorial or geographic restrictions for the product distribution and sale?
- Are there other resellers, distributors, or dealers in the market?
- What other suppliers or products/services were considered?
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new?
- Is there a way to retrofit another brand? What is this estimated associated cost?
- What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor?
- **Prices were determined to be reasonable based on the following (select all that apply):**

- ☐ Prices are the same or similar to current City contract.
Notes: At a minimum, note the City of Austin contract number and title.
- ☐ Prices are the same or similar to current contract with another government.
Notes: At a minimum, note the contract number, title and government that created the contract.
- ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
- ☐ Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.
- ☒ Other means of determining Price Reasonableness.
Notes: Enterprise-Grade Spaces is a level which requires interaction with an account executive. I obtained our quote by talking with such an account executive and we chose each specific option in order to custom build our level of service. To that end, our price for this is particular to us and our desired/required options and not visible as an option for the same amount on their website.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Contentful Inc. is a subscription service for a type of customized container into which ACCD places its content to make that content available to our website pages. The Innovation Office and now our developer (at much time, effort and cost) configure/d the Contentful service to meet our needs. ACCD Marketing Content Editors place the content within this configured container and it appears on our website pages. ACCD websites are used by its clients, visitors, and exhibitors to obtain information of current and future shows and events.

In coordination with the Office of Innovation (IO), engaged with Contentful for their service, then IO configured the service for ACCD use, then IO rebuilt our website pages to use the content ACCD stored in the Contentful service container. As a result, the Office of Innovation engaged with Contentful to rebuild ACCD's websites.

The Contentful service container is solely built and hosted by Contentful. Contentful is the sole provider of their service and maintain and upgrade that service. The configuration of that service was/is maintained and supported by the Innovation Office and now our developer.

In the beginning, ACCD's use of Contentful was free, but lacked the necessary support and guaranteed up-time required for business websites. It also lacked sufficient accounts needed by our web staff to ensure each employee had their own unique account. Unique accounts enable greater accountability over shared accounts. These two factors resulted in ACCD's purchase of a monthly Team License subscription at a cost of \$250mo (\$3,000yr).

The Team License is a month-to-month subscription only, payable by credit card. However, this method does not follow City of Austin purchasing standards, so the Contentful Professional Platform license with annual commitment, annual invoice and service level agreement is being requested.

Contentful is an integral part of ACC and PEC websites. All content from the websites is stored in Contentful. To move away from Contentful to another content management service at this point in time would be at a significant effort and cost to the City and would disrupt existing operations. Our clients, exhibitors, etc. order their services through the website. Visitors use it to get information about area business and other tourist-related items. If we cannot expand our use of the system, we would negatively impact our clients, visitors, and exhibitors. It would require not only the cost of a replacement system, but also re-engineering of the websites, an effort estimated to take 8 months of labor at the additional cost of \$102,000 (\$80hr x 40hr wk).

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☐ Scope of Work or Statement of Work or Vendor Proposal
- ☒ Vendor's Quote
- ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
- ☒ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

(Vendor Name): **Contentful Inc.** for


(Description of Procurement): **web content management services.**

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:
- ☐ This is a one-time request for \$ _____
 - ☒ This is a multi-term contract request for an **initial 12-month** contract in the amount of **\$41,279** with **four (4) twelve-month renewal options** (pricing below) for a total contract amount of **\$228,091**.

Contract Pricing is:

Year One	Year Two	Year Three	Year Four	Year Five
\$41,279	\$43,343	\$45,510	\$47,785	\$50,174

Recommended
Certification

 1-28-2019
Originator - Jeff Moore Date

→ Approved
Certification

 4/29/19
Department Director or designee Date

Assistant City Manager / General Manager Date
(procurements requiring Council approval)

Purchasing Office
Review

 6/4/19
Authorized Purchasing Office Staff Date

Purchasing Office
Management Review

 6/4/19
Purchasing Officer or designee Date
(procurements requiring Council approval)



12/28/2018

City of Austin, Convention Center Department
Jeff Moore
500 East Cesar Chavez Street
Austin, Texas 78701
USA

Subject: Distribution of Contentful Content Management System

To City of Austin, Convention Center Department
Attn: Jeff Moore

This is to confirm that at the date hereof Contentful group of companies (consisting of Contentful GmbH in Berlin, Germany and Contentful Inc. in California, U.S.A. which is a wholly owned subsidiary of Contentful GmbH) is the sole provider of the Contentful content management system: no other provider is authorized to sell or distribute the Contentful content management system without a specific case by case authorization from Contentful.

Best regards,

DocuSigned by:

AE4BBA1A711C48C...
Michael Castillo
Enterprise Account Executive